

FRAMEWORK AGREEMENT
between
THE INTER-AMERICAN INSTITUTE FOR
GLOBAL CHANGE RESEARCH
and
THE PAN AMERICAN HEALTH ORGANIZATION,
REGIONAL OFFICE OF THE WORLD HEALTH ORGANIZATION
for
REGIONAL COLLABORATION ON CLIMATE, ENVIRONMENT AND HEALTH

The **Inter-American Institute for Global Change Research** (hereinafter “IAI”), duly represented by the IAI Executive Director, Dr. Anna Stewart Ibarra, and the **Pan American Health Organization, Regional Office of the World Health Organization** (hereinafter “PAHO” or “PAHO/WHO”), represented by the Director of the Pan American Sanitary Bureau, Dr. Jarbas Barbosa da Silva Jr., hereby enter into the present Agreement and are individually referred to as “Party” and jointly referred to as “Parties”, subject to the following clauses and articles:

WHEREAS, the IAI, having its headquarters at Av. Italia 6201, Ed. Los Tilos, Office 103, Montevideo, Uruguay, is an intergovernmental treaty organization in the Americas, established in 1992 to promote regional cooperation on transdisciplinary research related to global change in the Americas to reach the vision of a well-informed, inclusive, and sustainable Americas

WHEREAS, PAHO is a public international organization specializing in the field of health, with recognized competence and experience in providing technical cooperation to its Member States, which within the Inter-American system, is the agency specialized in health; and also serves as the Regional Office for the Americas of the World Health Organization.

WHEREAS, the IAI and PAHO wish to work together to mutually support efforts to enhance national institutional capacities to more effectively understand the relationships between climate, environment and health.

THEREFORE, the Parties agree to enter this Agreement.

Article 1: Purpose of the Agreement

The purpose of the Framework Agreement is to promote and facilitate technical and scientific cooperation between the IAI and PAHO, building on the complementarity between the Parties respective mandates, particularly with regard to the nexus of climate, environment, and health.

Article 2: Subsidiary Agreements

For each specific program or project undertaken under this Framework Agreement, including any transfer of funds or other resources to PAHO, the Parties shall sign a Subsidiary Agreement, which shall refer to this Framework Arrangement. Any transfer of funds from PAHO to the IAI will be concluded through a Letter of Agreement (hereinafter “LoA”), according to PAHO’s policies and operational procedures.

Subsidiary Agreements shall include each party’ responsibilities; duration of the Agreement; and a detailed budget stating PAHO and the IAI’s indirect costs, financing, payment mechanisms, reporting, and evaluation.

Article 3: Commitments of the Parties

- I. Pursuant to their rules, regulations, policies, and procedures, and subject to the availability of funds the IAI and PAHO will promote and facilitate, among others:
 - i. Joint development of scientific and technical projects on Climate, Environment and Health (CEH) that support more effective public policies;
 - ii. Joint development of a regional CEH fellowship program.
 - iii. Joint dissemination of CEH communication materials, including the outcomes of IAI-PAHO projects and capacity-building activities.
 - iv. Outreach through the IAI and PAHO networks to provide scientific/technical support, as appropriate, to member states on CEH topics as needed (e.g., by identifying experts or establishing joint advisory committees).
 - v. Joint identification of mechanisms to strengthen integrated surveillance and monitoring of CEH conditions at the sub-national, national, and regional levels.

Article 4: Coordinators

The Parties, until further instruction, designate the following individuals to serve as the coordinators or focal points for the execution of the Agreement until notification to the contrary:

By PAHO:

Dr. Daniel F. Buss
Unit Chief, Climate Change and Environmental Determinants of Health
bussd@paho.org

By the IAI:

Dr. Anna Stewart Ibarra
Executive Director
astewart@dir.iai.int

Article 5: Personnel

The personnel commissioned by each Party will remain subject to the authority of each, maintaining their employment with the Institution to which they belong. This means that no legal work relationship shall be established with the other Party, and in no case shall the other Party be considered a substitute employer.

Article 6: Evaluation

The Parties may carry out an evaluation of the activities resulting from this Framework Agreement, subject to availability. The Parties will meet at an agreed place and date and agree upon the terms of any technical evaluation.

Article 7: Audit

Any financial contribution received and administered by PAHO under this Framework Agreement shall be administered according to its rules, regulations, and policies and shall be subject to the usual audit procedures of PAHO to be performed by the auditors appointed by PAHO Governing Bodies. Copies of the external audit reports are available on PAHO's website.

Article 8: Public Statements and Use of the Names and Emblems

Except as provided herein or as otherwise agreed to in writing by the Parties, no Party shall issue any press release, publish or distribute any materials, hold any press conference, or make any public announcement concerning this Agreement or to the existence or terms thereof, without the prior written consent of the other Party. Unless expressly permitted herein, the Parties shall not use the name, emblem, or official seal of the other Party (e.g., IAI, PAHO, WHO, PAHO/WHO) or any abbreviation of their names in connection with its business or otherwise.

Article 9: Intellectual Property

All intellectual property owned by a Party before this Agreement or developed by a Party on their own during the term of this Agreement shall be vested in that Party. All intellectual property rights in materials developed jointly by the Parties shall be vested in the Parties. Each Party shall be permitted to use such materials for institutional noncommercial purposes, giving the corresponding acknowledgment to the other Party.

Article 10: Standards of Conduct

Both Parties confirm their commitment to high ethical standards and will comply with their respective Parties' ethics policies and guidelines.

Article 11: Force Majeure

Neither Party shall be responsible for obligations arising out of this Framework Agreement with which it is unable to comply in whole or in part due to reasons of force majeure, including wars, natural disasters, civil or labor disturbances, or any other cause beyond the control of the Parties.

Article 12: Conflict Resolution

PAHO and the IAI will use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Agreement. Unless any such dispute, controversy or claim between the parties arising out of or relating to this Agreement or the breach, termination or invalidity thereof is settled amicably within sixty (60) days after receipt by one Party of the other party's request for such amicable settlement, such dispute, controversy or claim will be referred by either Party to arbitration per the UNCITRAL Arbitration Rules then in effect. The arbitral tribunal will have no authority to award punitive damages. Any arbitration award rendered as a result of such arbitration will be considered the final adjudication of any such controversy, claim or dispute and will bind the Parties.

Article 13: Privileges and Immunities

Nothing in or related to this Framework Agreement shall be deemed to constitute any waiver, express or implied, of the immunities, privileges, exemptions, or facilities enjoyed by PAHO/WHO under international law, international conventions or agreements, or the domestic legislation and laws of its Member States.

Article 14: Entry into Force, Amendment, and Termination

This Framework Agreement shall enter into force on the date of last signature below and shall remain in effect for a period of 5 years.

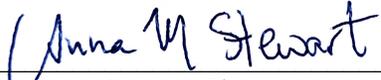
It may be amended or extended by written agreement of the Parties. In addition, either of the Parties may terminate this Framework Agreement by giving 60 days advance notice in writing.

The obligations assumed by the Parties under this Framework Agreement shall extend beyond its expiration or termination, as necessary, to permit the liquidation of accounts, attention to matters involving international personnel, fulfillment of the contractual commitments that have been made, and the exit of PAHO or IAI personnel, funds, and property from the country, as necessary.

IN WITNESS WHEREOF, the duly authorized representatives sign this Framework Agreement incopies of equal content and validity, on the dates and in the places indicated below.

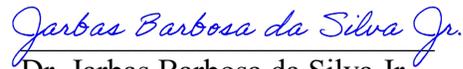
FOR THE INTER-AMERICAN INSTITUTE
FOR GLOBAL CHANGE RESEARCH

FOR THE PAN AMERICAN HEALTH
ORGANIZATION/
WORLD HEALTH ORGANIZATION



Dr. Anna Stewart Ibarra
Executive Director

Place: Montevideo, Uruguay
Date: 17 November 2023



Dr. Jarbas Barbosa da Silva Jr.
Director

Place: Washington, D.C.
Date: 16 November 2023